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JULY 1, 1983  
RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF BERGEN (OPERATING  
THE BERGEN PINES COUNTY HOSPITAL)

and

THE COMMITTEE OF INTERNS AND RESIDENTS

for the term

JULY 1, 1983 to JUNE 30, 1985

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This Agreement with an Appendix 'A' attached hereto, made the 1st day of July 1983, by and between the Bergen Pines County Hospital located in Paramus, New Jersey hereinafter referred to as the Employer or the Hospital and the Committee of Interns & Residents hereinafter referred to as the CIR or the Union.

Whereas it is the desire, intent and purpose of the parties that this Agreement shall make provision for all terms and conditions of employment of the employees represented by the CIR and thereby, promote good relations between the Employer and the employees represented by the CIR.

Now, therefore, in consideration of the promises, covenants, undertakings, terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

#### ARTICLE I.

##### RECOGNITION

The Employer recognizes the CIR as the exclusive collective bargaining representative for all employees at the Bergen Pines County Hospital having Civil Service titles: Medical Intern, Medical Resident, Dental Intern, Psychiatric Resident, Chief Medical Resident & Chief Psychiatric Resident excluding supervisors within the meaning of the New Jersey Public Employer-Employee Relations Act of 1968 as amended, and non-professional employees, confidential employees and managerial employees, all within the meaning of the Act and also excluding attending physicians. The employees represented by the CIR shall hereinafter be referred to as 'House Staff Officers' or the 'members of the bargaining unit' or employees having PGY levels who are recorded within the Department as Nos. 1, 2, 3, 4, 5, 6 and

7, (PGY:Post Graduate Year).

## ARTICLE II.

### APPLICABLE LAW

The parties acknowledge that the Employer is a public employer within the meaning of the New Jersey Public Employer-Employee Relations Act of 1968, as amended; that the House Staff Officers are public employees within the meaning of the aforesaid Act, as amended; that the parties are subject to the provisions of the Act, as amended and that the parties are subject to the Rules and Regulations of the New Jersey Public Employment Relations Commission made pursuant to the Act, as amended. However, either party reserves the right to appeal any decision or order of the Commission to a Court of competent jurisdiction.

## ARTICLE III.

### EMPLOYEES'S RIGHTS

All House Staff Officers, may at their option, become and remain members of the CIR or refrain from becoming members. Neither party will discriminate against House Staff Officers because of their membership or non-membership in the CIR or because of their legitimate activity or non-activity on behalf of the CIR.

## ARTICLE IV.

### DUES DEDUCTIONS

The Employer agrees to deduct CIR membership dues from the earnings of those House Staff Officers who individually request in writing that such deductions be made. Deductions shall be made twice a month provided the House Staff Officers have sufficient

earnings to cover the deduction. The amount of the deduction shall be certified to the Employer by the Executive Director of the CIR. The aggregate deductions shall be remitted to the CIR by the 15th day of the month next succeeding the month in which the deductions were made.

The Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article and the CIR agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any House Staff Officer arising from deductions made by the Employer pursuant to this Article. After deductions are remitted to the CIR, the disposition thereof shall be the sole and exclusive obligation and responsibility of the CIR.

A representation fee in lieu of dues shall be deducted from the pay of House Staff Officers who have not submitted written authorization for deduction of union dues and forwarded to the Union during the term of this Agreement and during the period, if any, between successive agreements, but in no case sooner than the thirtieth (30th) day following the beginning of a House Staff Officer's employment.

The amount of the representation fee shall be equal to eighty-five percent (85%) of CIR's regular membership dues and shall be deducted at the same intervals as regular membership dues and forwarded to the CIR by the 15th day of the month next succeeding the month in which the deductions were made. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements, imposed upon the Union pursuant to Law, 1979 c. 477 and the Employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance therewith.

ARTICLE V.

CIR NOTIFICATION & CIR RIGHTS

As soon as practical following the execution of this Agreement and on each July 1, the Employer shall forward to the CIR a list of all House Staff Officers in the bargaining unit including names, Civil Service titles and applicable post-graduate year levels assigned by the Employer. The CIR shall receive notice of any changes within 5 days.

The Employer will inform all House Staff Officers that the Committee is their collective bargaining representative for all terms and conditions of employment.

Representatives of the CIR may enter upon the Employer's premises to meet with House Staff Officers for the purpose of administering the agreement or adjusting grievances. Such access shall be at reasonable times and locations which do not interfere with patient care or the business of the Hospital. A representative of the CIR shall first stop at the Employer's Personnel Office and advise that Office of the names of the House Staff Officers the representative wishes to meet. Permission for House Staff Officers to meet with the representative shall not be unreasonably denied. The Employer will provide one bulletin board at a convenient location for the exclusive use of the CIR. Materials posted on the bulletin board shall be limited to CIR business. Representatives of the CIR may also request use of the Employer's premises to hold membership meetings for purposes other than organization. Approval of such requests to use the Employer's premises shall be at the discretion of the Employer, but will not be unreasonably withheld.

## ARTICLE VI.

### MANAGEMENT RIGHTS

The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested upon it by the laws & Constitution of the State of New Jersey and the U.S. of America.

Except as specifically limited or modified by the terms of this Agreement or by law, all of the rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and to enforce reasonable rules and regulations governing the conduct and the activities of employees are also retained by the Employer whether exercised or not, and are to remain exclusively with the Employer.

## ARTICLE VII.

### INDIVIDUAL HOUSE STAFF OFFICER CONTRACTS

Prior to the beginning of employment, each House Staff Officer shall enter into a written individual contract with the Employer. The individual contract shall not be inconsistent with the terms/conditions of this Agreement. A copy of the standard form of the individual contract used by the Employer, shall be given to the CIR.

Notice of non-renewal of individual contracts shall be given not later than six (6) months before the expiration of any renewal thereof.

House Staff shall indicate their acceptance or rejection of any renewal contract at the earliest possible date following that date on which the renewal contract is received, but not later than the January 2nd after such receipt.

## ARTICLE VIII.

### APPROPRIATE DUTY ASSIGNMENT

House Staff Officers shall not be regularly and recurrently assigned to duties not appropriate to House Staff Officers. The appropriate duties for a House Staff Officer are set forth in "LCGME-Essentials of Accredited Residencies" published by the American Medical Association.

The current House Staff on-call program shall remain in effect and shall not be altered unreasonably. Medical emergencies, among others, shall be considered satisfactory reason for on-call schedules to be varied.

#### ARTICLE IX.

##### ANNUAL SALARY

House Staff Officers shall be assigned a pay grade by the Employer in accordance with the provisions of this Agreement upon commencement of their employment and they shall be paid the annual salary for said pay grade. Pay grades and annual salaries are set forth in Appendix "A". Payment of the annual salary shall be by check every two weeks.

House Staff Officers employed as Chief Medical Resident or Chief Psychiatric Resident shall have their annual salary level increased by \$ 1,600.00 over their pay grade and effective July 1, 1983.

A House Staff Officer who is designated by the Employer as Acting Chief Medical Resident or Acting Chief Psychiatric Resident and who serves in such title thirty or more consecutive days shall have his/her annual salary level increased by \$1,600.00, effective on the 1st day of such service. Thereafter, the House Staff Officer will be paid at the increased annual salary level for the period he/she serves on such acting title.

A House Staff Officer who, during the term of this Agreement, completes a year of service at the Hospital as determined by the Director of the appropriate Hospital Service, and who accepts an offered position of employment as a House Staff Officer for the next succeeding year, shall be assigned to the next higher pay grade and shall be paid

the annual level for such higher pay grade.

A House Staff Officer who has completed one or more years of service in an LCGME-ADA accredited training program other than Bergen Pines County Hospital shall be assigned a pay grade which gives credit for prior experience, but not to exceed two years. For instance, a House Staff Officer who has one year of such service, shall be assigned the pay grade for PGY 2 and a House Staff Officer who has completed two years of service shall be assigned the pay grade for PGY 3.

#### ARTICLE X.

##### HOLIDAYS

The Employer recognizes the following days as holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Martin Luther King Day, Christmas Day, and each employee's individual birthday, the latter to be taken by mutual agreement of the Employer and the employee. In addition, any other day which is declared a holiday by the statutes of the State of New Jersey will be recognized as a holiday.

Holidays which occur on a Saturday will be observed on the preceeding Friday and holidays which occur on a Sunday will be observed on the next succeeding Monday.

A House Staff Officer who is scheduled to work on a recognized holiday will receive a day off with pay within 60 days on a subsequent date, one which is mutually convenient to the House Staff Officer and the Employer. In the event that a mutually convenient day off can not be agreed upon then the House Staff Off'r shall receive one extra days pay for each holiday worked.

## ARTICLE XI.

### VACATIONS

House Staff Officers shall be entitled to 20 working days vacation during the period July 1 to the next succeeding June 30. Scheduling vacations shall be subject to the approval of the Employer. If a holiday recognized by Article X occurs during an approved vacation period, then such holiday shall not be counted as a vacation day.

House Staff Officers who become sick or injured for a period of four (4) or more consecutive days (exclusive of Saturday, Sunday and holidays) during a scheduled-vacation period shall be entitled to utilize sick leave for that period of scheduled vacation during which they were disabled, and shall be permitted to reschedule their vacation. Bereavement leave may be utilized during periods of scheduled vacation and shall not be charged against vacation leave. Pay in lieu of vacation may be substituted where rescheduling of vacation would adversely affect the scheduled completion of a House Staff Officer's training or where hospital operations do not permit rescheduling.

## ARTICLE XII.

### LEAVE DUE TO SICKNESS

All House Staff Officers shall accrue sick leave at the rate of 1½ days for each month of employment. There shall be no limitation on the amount of sick leave so accrued.

In the event that a House Staff Officer is unable to perform his/her duties on a day that the Officer is scheduled to work as a result of non-service connected illness or non-service connected injury then, the Officer may request that the time during which he/she

was unable to perform duties be charged against accrued sick leave and that he/she suffer no loss of pay as a result of such illness or injury. The Employer reserves the right not to pay the Officer if the Officer has not submitted satisfactory proof to the Employer of illness or injury which prevents the Officer from performing his/her duties.

#### ARTICLE XIII.

##### LEAVE DUE TO WORK RELATED ILLNESS OR INJURY

House Staff Officers who are unable to perform their duties as a result of a job related illness or injury shall receive the benefits provided by the Employer as of July 1, 1979 and the New Jersey Workers' Compensation Insurance Program.

#### ARTICLE XIV.

##### LEAVE FOR PERSONAL BUSINESS

A House Staff Officer shall be entitled to one (1) day leave with pay during the period July 1, to the next succeeding June 30 for the purpose of conducting personal business. All Personal Leave days must be scheduled in advance of the taking of same and approved by the Employer. Scheduled and approved Personal Leave days will not be unreasonably cancelled or postponed. If a personal day is not used during the period July 1, to June 30, then the right to the same shall be lost.

#### ARTICLE XV.

##### LEAVE FOR BEREAVEMENT

A House Staff Officer may receive up to four (4) scheduled "days" absence with pay in the event of the death of his/her parent, spouse, child, brother, sister, grandparent or the parent of

a spouse. Such leave of absence must be requested and taken within a reasonable time after the date of death, or after the funeral. If not so taken, then the right to such leave is deemed waived.

#### ARTICLE XVI.

##### LEAVE FOR MATERNITY

A female employee, upon her request, shall be granted formal permission to use accumulated sick leave for maternity purposes known as pregnancy-disability. In those instances where the employee has limited sick leave, and when requested by the employee, the Hospital may approve a leave of absence without pay not to exceed six (6) months. The employee shall submit adequate evidence of pregnancy. Subject to the needs of the Hospital, the employee may request an extension of unpaid leave for any period of time not to exceed six (6) months, which request will not be unreasonably denied. the total period of maternity leave shall not exceed one (1) year.

#### ARTICLE XVII.

##### HEALTH BENEFITS

a) House Staff Officers shall be enrolled in the New Jersey State Health Benefits Plan, or the equivalent thereof, and receive the benefits of the Blue Cross, Blue Shield 14/20 Series with Rider 'J' & the Major Medical Plan sponsored by the Prudential Insurance Company. Enrollment shall be effective by no later than the first day of the first month following the completion of two (2) months of employment.

The dependents as defined in the aforesaid plans shall be covered parties. The Employer will pay the entire premium for such health benefits.

House Staff Officers who resign or whose contracts are not renewed, shall continue to receive the benefits of the aforesaid plan for a period of thirty (30) days following their last day of employment.

b) Effective October 1, 1983, the Employer will pay the entire premium per annum for a Prescription Plan for members of the bargaining unit who are full time or part time employees. A \$2.00 co-payment shall be required of the employee.

#### ARTICLE XVIII.

#### CLEANING OF UNIFORMS

The Employer will, at its own expense, supply, clean, and launder the white coats worn by the House Staff Officers.

#### ARTICLE XIX.

#### HOUSING BENEFITS

The Hospital will provide a housing allowance of \$2,800 per year paid to each House Staff Officer on a monthly basis.

#### ARTICLE XX.

#### GRIEVANCE PROCEDURE

1) The term 'grievance' is defined as:

a: A dispute concerning the application or interpretation of the terms of this collective bargaining agreement or

b: An arbitrary or discriminatory application of or failure to act pursuant to the written rules or regulations or the policy of the Employer directly related to the terms and conditions of employment.

2) Step 1: The House Staff Officer and/or the CIR shall present the grievance orally to the Director of the appropriate Education Service no later than thirty (30) working days after the date on which the grievance arose. The individual to whom the grievance is presented shall take such steps as necessary to reach a proper disposition of the grievance and shall reply, in writing, by the end of ten (10) working days following the date of submission.

Step 2: An appeal from an unsatisfactory determination at Step 1 shall be presented, in writing, to the Personnel Officer and the Director of the appropriate Service within ten (10) working days of the receipt of the Step 1 determination. The Personnel Officer or his/her designated representative shall meet with the House Staff Officer and the CIR for review of the grievance, and shall in any event issue a determination, in writing, by the end of ten (10) working days following the date on which the appeal was presented.

Step 3: An appeal from an unsatisfactory determination at Step 2 may be filed by the CIR with the Public Employment Relations Commission for impartial arbitration within thirty (30) working days of the receipt of the Step 2 decision. The CIR shall commence such arbitration by submitting a written request to the Public Employment Relations Commission. The costs and fees of such arbitration shall be borne equally by the CIR and the Hospital. The determination of

the arbitrator shall be final and binding.

3. The Hospital shall notify the CIR, in writing, of all grievances filed by the House Staff Officers and all decisions rendered thereon. The CIR shall have the right to have a representative present at any grievance meeting, with at least forty-eight (48) hours notice of all such meetings.

4.(a) The time limits prescribed at each step of this grievance procedure may be waived by mutual agreement.

(b) A grievance may be initiated at any step of the procedure, by mutual agreement of the parties.

(c) The processing of a grievance at any step prior to arbitration may be waived by mutual agreement.

(d) Grievances which do not involve decisions of an educational director may be initiated at Step II. In such cases, a copy of the grievance shall be submitted to the appropriate Education Director.

5. The grievance and arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as grievances herein. This shall not be interpreted to preclude either party from seeking judicial review. If a party intends to seek a judicial "vacating" of an arbitrator's award, then that party shall notify the other party within 10 days of receipt of the decision and award.

6. House Staff Officers may be assisted at all stages of the procedures set forth in this Article by representatives of CIR.

7. The Hospital shall arrange the schedules of House Staff Officers who are involved in grievance proceedings so as to permit reasonable time off with pay to process the grievance.

8. The Arbitrator shall have no power to add to, detract from or change in anyway the terms of this Agreement and he/she shall be limited to the consideration of the terms expressed therein

ARTICLE XXI.

ON-CALL ROOMS

All on-call rooms shall have functioning locks and keys and shall be reasonably convenient to bathroom and shower facilities. On-call rooms shall be properly maintained 7 days per week with a minimum requirement of linen, sheets, towels, soap and toilet paper. Bed Sheets shall be changed daily and the rooms cleaned regularly. There shall be telephones in good working order, desks, lamps, chairs and beds in all on-call rooms. There shall be an equivalent number of on-call rooms as there are House Staff Officers assigned to on-call duty. The Chief Residents shall be responsible to assign on-call rooms.

ARTICLE XXII.

WELFARE BENEFITS FUND

The Employer shall contribute for each House Staff Officer covered by this Agreement the sum of \$525.00 per annum effective October 1, 1983 (\$450/annum shall be contributed for the period July 1, 1983 to September 30, 1983) to the C.I.R. House Staff Benefit Plan, having its principal place of business at 386 Park Avenue South, New York, which sum shall be paid quarterly, commencing in October 1983. A portion of the above stated amount will be applied to a separate trust by the C.I.R. for the provision of pre-paid legal services/benefits.

ARTICLE XXIII.

CONFERENCE LEAVE

House Staff Officers shall be entitled to use a maximum of three (3) working days during the period July 1 to June 30 for attendance at FLEX examinations and specialty exams and/or course of preparation for such examinations. Employees must receive prior approval from his/her immediate Director of Education with final approval required from the Assistant Executive Director. Such approval shall not be unreasonably withheld.

Approval for leave for attendance at conferences to a maximum of three (3) working days may be granted, as administrative leave for related medical, psychiatric or dental conference programs based on the approval of the Chief of the Service. Such approval is conditioned upon the relation of the desired program to the Hospital's academic course of study. Such leave should not conflict with the Hospital's educational program. Documentation of the attendance shall be required.

House Staff Officers shall be reimbursed to a maximum of \$400.00 per year for the cost of attending conferences approved by the Chief of Service. Reimbursement shall be allowed for the cost of registration, travel, lodging and meals in accordance with the Employer's standards for reimbursement and in accordance with the Employer's procedures. Conference leave and expense reimbursement shall be available to all House Staff Officers irrespective of PGY level subject to the conditions expressed in this Article.

ARTICLE XXIV.

NON-DISCRIMINATION

Neither the Employer nor the CIR shall discriminate against any House Staff Officer on account of race, color, creed, national origin, sex or age.

ARTICLE XXV.

ACCESS TO PERSONNEL FILES

Each House Staff Officer shall have access to his/her personnel file upon reasonable notice to the Employer's Personnel Officer. House Staff Officers shall give a written acknowledgement of the date and time such access is afforded to them. House Staff Officers shall have the right to place in their personnel file, a response or rebuttal to any statements contained therein.

In the event that a grievance of a House Staff Officer is sustained, then any material in the Officer's personnel file directly contradictory to the grievance determination shall be removed from the personnel file.

ARTICLE XXVI.

ON-CALL MEALS & ON CALL SNACKS

The Employer's policies as continuously practiced since the recognition of the Bargaining Unit are incorporated herein by reference and will continue in effect during the term of this Agreement.

ARTICLE XXVII.

SEPARABILITY

In the event that any particular provision of this Agreement is ruled invalid by a court of competent jurisdiction or is rendered

invalid by federal or state legislation then, only such provision shall be invalid and all other provisions of this Agreement shall remain in full force and effect. In the event of the foregoing circumstances, then either party shall have the immediate right to reopen negotiations with respect to a substitute for the affected provision providing that any substitute provision shall not exceed the cost of the invalid provision.

#### ARTICLE XXVIII

##### NO STRIKE - NO LOCKOUT

During the term of this Agreement, or any extension thereof, the CIR shall not authorize any slow down, work stoppage, strike, sympathy strike or sympathy job action. In the event of an unauthorized slow down, work stoppage, strike, sympathy strike or sympathy job action, by the employees represented by the CIR, then the CIR shall send a letter to the members of the bargaining unit urging them to cease all unauthorized activity.

During the term of this Agreement or any extension thereof, the Employer will not lock out the employees represented by the CIR.

#### ARTICLE XXIX

##### ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties with respect to rates of pay, hours of work and all other conditions of employment. It may not be amended, modified, waived, extended or otherwise revised except by agreement, in writing, duly executed by the parties.

The parties acknowledge that they had full opportunity

· during the negotiations prior to the execution of this Agreement to present collective bargaining proposals and that there is no obligation on either party, during the life of this Agreement to bargain collectively with respect to any matter except that new rules or modifications of existing rules governing working conditions shall be presented to CIR, and at the request of CIR shall be negotiated upon the extent that the New Jersey Public Employer-Employee Relations Act, as amended, requires new rules and regulations to be negotiated.

#### ARTICLE XXX.

##### TERM OF AGREEMENT

The term of this Agreement shall be from 12:00 A. M. on July 1, 1983 to 11:59 P. M. on June 30, 1985. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other written notice of its intention to terminate the Agreement. Such notice shall be given by certified mail, return receipt requested no later than October 1, 1984.

APPENDIX "A"

<u>PAY GRADE</u>	<u>ANNUAL SALARY JULY 1, 1983-</u>	<u>JUNE 30, 1985</u>	<u>JULY 1, 1984</u>
PGY 1	\$ 21,314		\$ 22,785
PGY 2	22,625		24,186
PGY 3	23,434		25,051
PGY 4	24,266		25,940
PGY 5	25,105		26,837
PGY 6	25,894		27,681
PGY 7	26,691		28,533

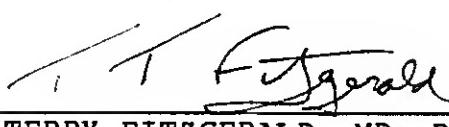
IN WITNESS WHEREOF, the parties have executed this  
Agreement on the day and year first set forth above.

ATTEST:

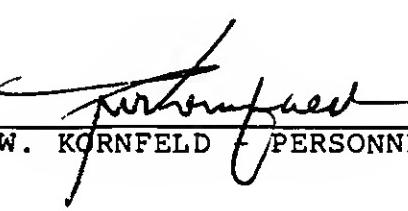
BERGEN COUNTY BOARD OF CHOSEN  
FREEHOLDERS

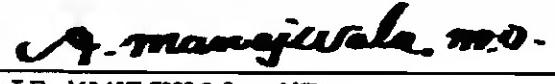
  
ROBERT PALLOTTA-FREEHOLDER DIRECTOR

COMMITTEE OF INTERNS & RESIDENTS

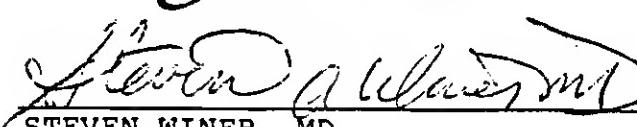
  
TERRY FITZGERALD, MD; PRESIDENT

BERGEN PINES COUNTY HOSPITAL

  
R. W. KORNFELD PERSONNEL OFFICER

  
ALIF MANEJWALA, MD

  
WALTER JAWISLAK, MD

  
STEVEN WINER, MD

  
MARK GOLIN, MD